

1. AGREEMENT NO.
HAA039G00

2. TASK ORDER NO.



3. TYPE OF AGREEMENT (Check one)

☐ GRANT

☒ COOPERATIVE AGREEMENT

ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER Steven D. Shapiro Bureau of Land Management P.O. Box 2965 Portland, Oregon 97208 503-808-6227		5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT Pacific States Marine Fisheries Commission Pam Kahut – Chief – Fiscal Operations 45 SE 82 nd Drive, Suite 100 Gladstone, OR 97027																
6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE Miles Brown Bureau of Land Management P.O. Box 2965 Portland, Oregon 97208 503-808-6357		7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S OPERATIONS MANAGER Pacific States Marine Fisheries Commission 45 SE 82 nd Drive, Suite 100 Gladstone, OR 97027																
8. PROGRAM STATUTORY AUTHORITY See Attached Document		9. STARTING DATE Reference date in block 17b																
10. EFFECTIVE DATE Reference date in block 17b		11. COMPLETION DATE September 30, 2005																
12. TYPE OF RECIPIENT (Check one) <input checked="" type="checkbox"/> STATE <input type="checkbox"/> LOCAL GOVERNMENT <input type="checkbox"/> INDIAN TRIBAL GOVERNMENT <input type="checkbox"/> EDUCATIONAL INSTITUTION <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> FOR-PROFIT ORGANIZATION <input type="checkbox"/> NON-PROFIT ORGANIZATION <input type="checkbox"/> OTHER (SPECIFY)		13. FUNDING INFORMATION <table><thead><tr><th></th><th>Recipient</th><th>BLM</th></tr></thead><tbody><tr><td>This obligation</td><td>\$ _____</td><td>\$ 0</td></tr><tr><td>Previous obligation</td><td>\$ _____</td><td>\$ _____</td></tr><tr><td>Total obligation</td><td>\$ _____</td><td>\$ 0</td></tr><tr><td>Share Ratio</td><td>_____ %</td><td>_____ %</td></tr></tbody></table>			Recipient	BLM	This obligation	\$ _____	\$ 0	Previous obligation	\$ _____	\$ _____	Total obligation	\$ _____	\$ 0	Share Ratio	_____ %	_____ %
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Share Ratio	_____ %	_____ %																
14. ACCOUNTING AND APPROPRIATION DATA																		
15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES Assistance agreement between the USDI Bureau of Land Management and the Pacific States Marine Fisheries Commission (See attached pages)																		
16a. NAME AND TITLE OF SIGNER (Type or print) Pam Kahut, Fiscal Manager		17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (Type or print) Steven D. Shapiro																
16b. RECIPIENT  (Authorized Signature)	16c. DATE SIGNED 6-30-03	17b. UNITED STATES OF AMERICA BY  (Signature of Assistance Officer)	17c. DATE SIGNED 7/3/03															

COOPERATIVE AGREEMENT
between
Pacific States Marine Fisheries Commission
and
The Bureau of Land Management
HAA039G00

I. Statement of Joint Objectives

A. Purpose.

This agreement is made and entered into by the Department of the Interior, Bureau of Land Management, Oregon State Office (BLM), Salem District Office (BLM), and the Pacific States Marine Fisheries Commission, (Authorized by Congress in 1947 as a regional commission dedicated to resolving fishery issues in the western states) as fiscal agent for the purpose of maximizing staff and program capacities with limited financial resources; and to promote, integrate, and coordinate regional efforts to provide Weed Education and Outreach in the Northwest with benefits to Greater Oregon.

B. Objective.

The purpose of this Assistance Agreement is to provide a means of joint cooperation between the BLM and PSMFC in order to:

Goals:

1) Provide a coordinated approach in which the PSMFC will assist organizations in the use of existing strategies to focus on common vision, coordination and development of partnerships, coordination of programs, activities and products, an implementation framework and establishment of committed funding resources with regards to invasive weed education and outreach.

2) Increase PSMFCs operational capacity by providing office space for one permanent PSMFC employee, furniture, and equipment. (See Section III.B of this Agreement)

Objectives:

- 1) Identify key organizations and contacts for noxious weed outreach and education programs and projects.
- 2) Coordinate with invasive species strategic planning and management efforts.

Key organizations may include, but not limited to: Bureau of Land Management; USDA Forest Service; Oregon Department of Agriculture; Oregon State University Extension; Oregon State University; US Fish and Wildlife Service; Oregon Resource Conservation Districts; National Park Service; Oregon Invasive Species Council; and Oregon Plan for Salmon and Watersheds.

- 3) Inventory existing outreach and education programs and materials (Coordinate with OSU, PSU, BLM, USFS, ODA, Blue Mountain RC&D, and others).
- 4) Utilize or create and market information sharing/communication tools based input coordination with other organizations.
- 5) Develop partnerships to deliver messages and products through existing mechanisms to specific target audiences.
- 6) Coordinate the production of a Western and an Eastern Oregon Noxious Weed Field Guides and design of the Oregon Species Identification Brochure/Fact Sheets
- 7) Identify and seek diversified funding to support capacity, production and delivery of outreach products and activities.

C. Authority.

1. Federal Land Policy and Management Act of 1976 (FLPMA) (Public Law 94-579, Section 307 (b)) states, Subject to the provisions of applicable law, the Secretary may enter into contracts and cooperative agreements involving the management, protection, development, and sale of public lands.
2. The Omnibus Consolidated Appropriations Act of 1997, Wyden Amendment (Public Law 104-208, Section 124, as amended (Public Law 105-277, Section 136), states, appropriations made for the BLM may be used by the Secretary of Interior for the purpose of entering into cooperative agreements with the heads of other Federal agencies, tribal, State and local government, private and nonprofit entities, and landowners for the protection, restoration, and enhancement of fish and wildlife habitat and other resources on public or private land and the reduction of risk from natural disaster where public safety is threatened that benefit these resources on public lands within the watershed.
3. *Secure Rural Schools and Community Self Determination Act of 2000*, PL 106-393 (16 U.S.C. 500) authorizes the BLM and FS to: 1) Promote the stabilization of payments to counties to provide funding for schools and roads as a supplement to other available funds 2) Create additional employment opportunities through, projects that improve the maintenance of existing infrastructure, implement stewardship objectives that enhance forest ecosystems and restore and improve land health and water quality 3) Improve cooperative relationships among the people that use and care for Federal Lands and the agencies that manage these lands. *Title II* of the Act addresses Special Projects on Federal Lands, Cooperative Agreements and Contracts. *Agreements* may be entered into with Federal Agencies, State and local governments, private and nonprofit entities, and landowners for the protection, restoration and enhancement of fish and wildlife habitat and other resource objectives consistent with the purposes of this title on Federal land and on non-Federal land where projects would benefit these resources on Federal land.

II. Definitions.

A. Agreement: This Assistance Agreement.

B. Assistance Officer (AO): The BLMs Assistance Officer. The AO is the only individual authorized to obligate funds, award, modify or terminate this agreement.

C. Assistance Representative (AR): The BLMs Assistance Representative. The AR will be designated for the purpose of administering the technical aspect of the agreement. The AR is authorized to clarify technical requirements, and to review and approve work, which is clearly within the scope of the work specified in this agreement. The AR is not authorized to issue changes or in any other way modify this agreement.

D. BLM: means the Bureau of Land Management. Also be referred to as Bureau.

E. CFR: Code of Federal Regulations.

F. Fiscal Year (FY): The Federal fiscal year, which extends from October 1 of one year through September 30 of the following year.

G. OMB: Office of Management and Budget.

H. Project Inspector (PI): The BLM's project inspector. At the time of award, a BLM employee(s) may be appointed as the PI. If appointed, the PI will be responsible for providing on-site inspection of the work and for giving the PSMFC representative any special instructions, guidance, or training necessary to complete or perform the work. The PI will not be authorized to issue changes or in any way modify the agreement.

J. Project Manager: The recipient's Project Manager. This is the individual who is responsible for conducting necessary day-to-day operations involving this Assistance Agreement.

K. PSMFC: Pacific States Marine Fisheries Commission

L. Responsible Official: The recipients responsible official is the individual who is authorized to act for the recipient's organization and commit the recipient to compliance with the terms and conditions of this agreement.

M. Willamette Provincial Interagency Executive Committee (PIEC): The federal agencies involved in regular coordination associated with implementation of the Northwest Forest Plan within the Willamette basin. Managers with responsibility for land and resource management or implementation of federal regulations within the Willamette basin are generally included. For purposes of this agreement, the Oregon State Office of BLM is also included.

N. Task Order (TO): The order which is issued against the agreement to obligate funds for

specific services or work to be accomplished.

O. Assistance Ordering Officer (AOO): The BLM's Assistance Ordering Officer. The AOO is an individual authorized by the AO to issue TOs against this agreement. The AOO is responsible for obligating the funds, monitoring for compliance, enforcing the provisions, issuing timely performance and payment approvals, modifying, terminating, and closing out the TO. The AOO is not authorized to issue changes or in any other way modify this agreement. A Project Inspector may be appointed by the AOO for the TO.

III. Project Management Plan.

A. PSMFC agrees to provide assistance to BLM in several forms. Specifically, the contributions are:

- 1) Provide invasive weed education and outreach coordination in northwest Oregon with benefits to Greater Oregon. This program has an estimated value of \$300,000 during fiscal years 2003 through 2008. The program will:
 - a) Identify key organizations and contacts for noxious weed outreach and education programs and projects. Key organizations may include, but not limited to: Bureau of Land Management; USDA Forest Service; Oregon Department of Agriculture; Oregon State University Extension; Oregon State University; US Fish and Wildlife Service; Oregon Resource Conservation Districts; National Park Service; Oregon Invasive Species Council; and Oregon Plan for Salmon and Watersheds.
 - b) Coordinate with invasive species strategic planning and management efforts.
 - c) Inventory existing outreach and education programs and materials (Coordinate with OSU, PSU, BLM, USFS, ODA, Blue Mountain RC&D, and others).
 - d) Utilize or create and market information sharing/communication tools based input coordination with other organizations.
 - e) Develop partnerships to deliver messages and products through existing mechanisms to specific target audiences.
 - f) Coordinate the production of a Western and an Eastern Oregon Noxious Weed Field Guides and design of the Oregon Species Identification Brochure/Fact Sheets.
 - g) Identify and seek diversified funding to support capacity, production and delivery of outreach products and activities.

- 2) Have the option to receive in-kind services from the Salem District BLM by complying with the following criteria:
 - a) Complete the Bureau IT Security Training and participate in Security briefings on a regular basis. Computers and peripheral devices will not be available for personal use.
 - b) Be responsible for BLM PC projectors while they are in their possession and be responsible for repairs or replacement due to damage, loss or theft.
 - c) Be responsible for repairs of equipment due to neglect, damage or loss.
 - d) Be responsible for arranging internet and email service and performing data backups on a regular basis.

B. The BLM agrees to:

- 1) Provide payments to Pacific States Marine Fisheries Commission in accordance with Section V, Financial Support, and Section VI, Payments, of this agreement and applicable OMB and Treasury Regulations.
- 2) 2. Provide the following in-kind services at the Salem District Office.
 - a) Provide office space for an employee. The office space shall be equipped with basic office furniture (desk, chair, file cabinet) on an availability basis. Restroom facilities, general overhead lighting, heating and cooling and carpeting of the office area are provided.
 - b) Provide a stand alone personal computer for project use as well as funding for email services. The equipment will be managed as BLM property and will be configured and maintained by BLM technical support staff in accordance with BLM standards and security guidelines. Upon termination of this agreement, or when in-kind services are no longer needed, the BLM will retain possession of the computer.
 - c) Provide computer services that include information services hardware/software setup (BLM standard programs), technical support/help desk and maintenance. All requests for support shall be communicated through the Salem District Help Desk. BLM shall maintain the Pacific States Marine Fisheries Commission designated computers to BLM standards. Software support will be limited to Bureau-standard office automation software packages, i.e. Microsoft Office Professional. Additional hardware, i.e. scanners, PDA's, GPS devices must be approved by BLM.

Cooperator will arrange for and make payments for email and web services.

- d) PC projectors may be provided for short-term use if they are available.

- e) Available audio/visual equipment shall be limited to on-site use. Off site use of this equipment shall depend on availability and must be signed out through the warehouse.
- 3) Provide use of conference rooms subject to their availability on a first-come, first-reserved basis and shall comply with the BLM policy.
- 4) Limited storage space is available in the BLM warehouse and may be allowed on a space-availability basis. Limited parking in the designated employee parking area lot shall be provided. BLM shall provide restricted building entry key cards that allow the Pacific States Marine Fisheries Commission employee access to the office building during specific hours. Lost key cards are subject to a \$25 replacement fee. Use of Government-owned or leased vehicles is prohibited.
- 5) Reasonable use of copy and fax machines, telephone service, voice mail. Office supplies (in reasonable quantities) provided by BLM are restricted to items normally stocked. Contractors, employees or volunteers shall observe warehouse open hours and policies when requesting supplies.

IV. Term of Agreement.

This agreement shall become effective on the date of signature of the BLM Assistance Officer and shall remain in effect until 30 September 2005, unless terminated in accordance with the provisions of 43 CFR, Subpart C, Section 12.84.

1) Task Orders (TO).

- a) Issuance. If any TOs are issued they will be issued in writing by the Assistance Officer and must be signed by both the authorized responsible official and the AO to be effective.
- b) Contents. A task order will contain:
 - 1) A statement of work that details the goods, services and/or personnel that will be provided under the task order.
 - 2) Any necessary drawings and /or location maps.
 - 3) The delivery schedule, completion time, type/amount of work to be performed, and start/end dates for personnel which have been negotiated.
 - 4) A cost proposal with a breakdown of itemized costs and not-to exceed total amount.
 - 5) Any other detail or information necessary.

V. Financial Support.

A. This agreement shall be funded by issuance of TO's based on the availability of BLM funding. The PSMFC hereby releases the BLM from all liability due to failure of Congress to appropriate funds for this agreement.

B. Funds obligated for a specific TO but not expended in one FY can be carried forward and expended in the subsequent FY.

C. TO's will specify the NTE dollar amounts. The BLM shall not be obligated to pay nor shall the PSMFC be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount specified in that TO.

D. Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart F, Section 12.924.

E. Program income for this agreement shall be in accordance with 43 CFR, Subpart F, Section 12.924.

F. BLM and PSMFC will conduct annual reviews of the agreement to determine if any changes are required.

VI Payments.

A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

1. Payments under this agreement will be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
2. Recipient enrollment in ASAP is accomplished in one of the two following ways:
 - a. Recipients *already participating with another Federal agency* need only complete the attached ASAP Participation Request form (see Attachment No. 1) and fax or mail it to the number or address listed on the form.
 - b. Recipients *not currently enrolled in the ASAP system* should complete the attached ASAP Participation Request form (see Attachment No. 1) and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete and return those forms to the Department of the Treasury and they will send the recipient the ASAP Passport software along

with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

3. Once the recipient has been assigned an ASAP Requestor ID by the Department of Treasury, the BLM Assistance Officer will create an ASAP Account ID unique to this agreement. The first nine characters will be the agreement number (reference block 1 of agreement cover page, BLM Form 1511-1). The remaining three characters will identify BLM funding line items. Drawdown of funds should be made in fund line item order, beginning with 001.
- B. The recipient will be required to complete a Standard Form (SF) 270, Request for Advance or Reimbursement, and backup documentation and mail or fax it to the Assistance Officer at the same time they make an ASAP fund drawdown. *Failure to submit an original SF-270 at time of drawdown may result in the BLM requiring agency review prior to release of funds using the ASAP system.*
- C. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. *If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the Assistance Officer 15 working days following the end of each quarter.*

This recipient is not subject to Agency Review for payment requests.

VII. Property Management and Disposition.

Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43 CFR, Subpart C, Section 12.71 through 12.74.

VIII. Deliverables and Reports.

A. Work plans: PSMFC will develop annual work plans and proposed budgets for all activities identified in this Agreement (See Section IIIA). The work plans should include specific objectives to be accomplished in support of Invasive Weed Outreach in Northwest and Greater Oregon.

B. Progress reports: PSMFC will provide quarterly updates and written semi-annual progress reports that include a summary of activities and accomplishments related to all activities. The reports will be presented to the AR.

C. Deliverables: PSMFC will demonstrate the efficient and effective implementation of existing funds and services and the development and delivery of new funds and services to the northwest Oregon communities. General and specific deliverables for each activity are identified in Section IIIA of this Agreement.

IX. Key Officials.

A. Assistance Officer (AO)
Steven Shapiro
Bureau of Land Management
Oregon State Office
Telephone Number (503) 808-6227

B. Assistance Representative (AR)
Miles Brown
Bureau of Land Management
Oregon State Office
Telephone Number (503) 808-6227

C. Project Inspector (PI)
Miles Brown
Bureau of Land Management
Oregon State Office
Telephone Number (503) 808-6227

Claire Hibler
Bureau of Land Management
Salem District Office
Telephone Number (503) 375-5677

D. Project Manager (PM)
Dennis Wise
Salem District Office, BLM
Telephone Number (503) 375-5648

E. Responsible Official (RO)
Pam Kahut
Pacific States Marine Fisheries Commission
45 SE 82nd Drive, Suite 100
Gladstone, OR 97027

X. Special Terms and Conditions.

A. Order of Precedence

Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) requirements of the applicable OMB Circulars and Treasury regulations; (c) 43 CFR Part 12; (d) special terms and conditions; (e) all Agreement sections, documents, exhibits, and attachments; and (f) all documents, exhibits, and attachments.

B. Modifications

This agreement may be modified by written agreement signed by both a PSMFC Responsible Official and the Assistance Officer. Administrative changes (i.e. AO name change) which do not change the project management plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the AO.

C. Procurement Procedures

It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

D. Deposit of Publications

Two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. General Provisions.

A. Order of Precedence

Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) requirements of the applicable OMB Circulars and Treasury regulations; (c) 43 CFR Part 12; (d) special terms and conditions; (e) all Agreement sections, documents, exhibits, and attachments; and (f) all TO sections, documents, exhibits, and attachments.

B. Modifications

This agreement may be modified by written agreement signed by both a PSMF official and the Assistance Officer. Administrative changes (i.e. AO name change) which do not change the project management plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the AO.

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5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

XII. General Provisions.

A. National Policy Requirements and Administrative Management Standards. All applicable national policy requirements and administrative management standards as set forth in the Office of Management and Budget, Financial Management Division, Directory of Policy Requirements and Administrative Standards for Federal Aid Programs are incorporated by reference.

B. 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs is incorporated by reference.

C. OMB Circular A-87, Cost Principles for State and Local Governments is incorporated by reference.

D. Single Audit Act Amendments of 1996, Public Law 104-156, 110 Stat. 1396, 31 U.S.C. 750 1-7 and 43 CFR, Part 12, is incorporated by reference.

E. 43 Code of Federal Regulations (CFR) Part 12, Appendix A to Subpart D, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction and completed Form DI-2010 are incorporated by reference.

F. 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate I (Grantees other than individuals) and completed Form DI-2010 are incorporated by reference.

G. 31 U.S.C. 1352, Certification Regarding Lobbying and completed Form DI-2010 are incorporated by reference.

H. Single Audit Act Amendments of 1996, Public Law 104-156, 110 Stat. 1396, 31 U.S.C. 750 1-7 and 43 CFR, Part 12, is incorporated by reference.

I. Compliance With Buy American Act. Pursuant to Sec. 307 of the Department of the Interior and Related Agencies Appropriations Act of 2000, Public Law 106-113, be advised of the following:

1. None of the funds made available in this agreement may be expended by a recipient unless the recipient agrees that in expending the funds the recipient will comply with sections 2 through 4 of the Act of March 3, 1933 (41 U.S.C. 10a-10c; popularly known as the "Buy American Act").

2. Purchase of American-made equipment and products. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

3. Recipient also agrees to follow the procedures in 43 CFR Part 12, Subpart E, Section 12.700 - Buy American Requirements for Assistance Programs.

J. Opposition to Any Legislation. Recipient shall not use any part of the Government's funds for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

K. Increasing Seat Belt Use in the United States. Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.